

## REMARKS

### STATUS OF CLAIMS

Claims 12-13, 15-16, 18-19, 21, and 34 have been cancelled. Note that Claims 14, 17, 20, 24, 35, 38, 41, and 44 were previously cancelled in a previous amendment.

Claims 1, 6, 10, and 11 have been amended.

No claims have been added or withdrawn.

Claims 1-11, 22-23, 25-33, 36-37, 39-40, and 42-43 are currently pending in the application.

### INTERVIEW SUMMARY

Although the Applicant has previously supplied an Interview Summary via a separate paper filed by fax on May 23, 2006, the Applicant is providing herein another copy of that summary. The Applicant also notes that in the Interview Summary prepared by the Examiner and mailed on June 2, 2006, the Examiner has agreed with the Applicant's argument regarding the service level objectives (SLOs) of *Bartz*, namely that an SLO is not the same as an SLC. Also, the Applicant notes that the Examiner indicates agreement the Examiner's Interview Summary that the finality of the Office Action will be withdrawn.

The Applicant thanks the Examiner for the Interview conducted on May 23, 2006. The interview was between Examiner Djenane Bayard and the applicant's attorney, Craig G. Holmes. Pending Claims 1 and 12 that were rejected or objected to in the Office Action were discussed along with U.S. Patent No. 6,336,138 issued to *Caswell*, U.S. Patent No. 6,397,359 issued to *Chandra*, and U.S. Patent No. 6,701,342 issued to *Bartz* as rejected in the Final Office Action mailed on March 10, 2006.

The discussion began with a clarification of the rejection of Claim 1 on pages 2 and 3 of the Office Action, and in particular what the Final Office Action was relying upon to show the "schema that provides a set of rules for defining both the contents of the service level agreements and how to organize the contents of service level agreements." Specifically, the Applicant noted that this features is initialed rejected based on *Ellesson* on page 3, then the Final Office Action states that *Ellesson* doesn't disclose this feature on page 4, and then the Final Office Action says that *Caswell* discloses this feature later on page 4. The Examiner clarified that the portion of the Final Office Action stating that *Ellesson* does not disclose this

feature in the top paragraph on page 4 is incorrect, and thus this feature is rejected in the Office Action independently based on either *Ellesson* or *Caswell*. The Applicant thanks the Examiner for the clarification.

Next, the discussion focused on the rejection of this feature on *Caswell*, with the Examiner explaining that *Caswell*'s "service model template" is taken as being the schema feature of Claim 1. After the Applicant sought further explanation of how *Caswell*'s "service model template" that is a "a generic specification of the service topology and measurement topology for the service of interest" was being read as an SLA of Claim 1 that the Application defines as a "contract between the supplier of a service...and the users of that service," the Examiner explained that the Col. 6, lines 1-15 of *Caswell* were being interpreted as an "agreement" and that the service model template 34 is the "schema."

Regarding the rejection of the last two steps of Claim 1 and the rejection of those steps on *Bartz*, the Applicant sought clarification about what in the cited portion of *Bartz* was being relied upon in the Final Office Action as disclosing the service level contract or SLC. The Examiner explained that the service level objective, or SLO, was being taken as the SLC of Claim 1. However, when the Applicant pointed out that the SLOs were defined in *Bartz* on Col. 1, lines 50-51 as the "SLA compliance criteria" and that *Bartz* explains that the "SLOs are the fundamental components of the SLAs," (Col. 5, line 50), and that the SLC is implemented via one or more SLAs (e.g., the SLC contains SLAs, not vice versa), the Examiner agreed that the SLOs of *Bartz* were not the same as the SLC of Claim 1.

Regarding the rejection of the last two steps of Claim 12 that are directed to "interface data," the Examiner clarified that the first citation to Col. 7 of *Chandra* is to lines 7-49. The Examiner also explained that although *Chandra* disclose the console node 20, it would be obvious to one of ordinary skill in the art to implement the console node 20 via a client-server approach, and therefore that the result would disclose the last two steps of Claim 12. The Examiner explained that an additional reference could be cited to show such a client-server model and incorporated into the rejection of Claim 12. The Applicant appreciates the Examiner's clarification as to the basis of the rejection of these two steps of Claim 12.

Finally, the finality of the Office Action was discussed, with the Applicant noting that the previous response merely rewrote dependent claims in independent form that were indicated in the two previous office actions to be allowable if that were done, with the

Applicant explaining that this was accomplished by moving those otherwise allowable dependent claims into their respective claims. The Applicant noted MPEP 706.07(a) that states that while second or subsequent office actions should be made final, that should not be done when the Examiner introduces a new ground of rejection that is neither necessitated by the Applicant's amendment or an IDS.

The Applicant pointed out that the previous response, consisting of merely the incorporation of subject matter twice indicated in office actions to be allowable, into the independent claims was not an amendment that would necessitate a new ground of rejection. Yet the Applicant explained that new grounds of rejection were provided for those independent claims in which the features previously indicated to be allowable were now being rejected based on *Chandra* and *Bartz* for the first time. Thus, the Applicant requested that the finality of the Office Action mailed on March 10, 2006 be withdrawn, and the Examiner agreed to withdraw the finality of that Office Action, and the Applicant thanks the Examiner.

#### SUMMARY OF THE REJECTIONS

Claims 1, 5-6, 10-11, 25, 29, and 33 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over "Schema for Service Level Administration of Differentiated Services and Integrated Services in Networks," draft-ellesson-sla-schema-00.txt, Internet Engineering Task Force, Internet Draft, dated February 19, 1999, by Ed Ellesson et al. ("*Ellesson* ") in view of U.S. Patent Number 6,336,138 issued to Caswell et al. ("*Caswell* ") and in further view of U.S. Patent Number 6,701,342 issued to Bartz et al. ("*Bartz* ").

Claims 2, 7, 26, and 30 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Bartz* in further view of *Caswell* and in further view of U.S. Patent No. 6,704,883 issued to Zhang et al. ("*Zhang* ").

Claims 12, 15 and 21 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of U.S. Patent No. 6,397,359 issued to Chandra et al. ("*Chandra* ").

Claims 3, 8, 27, 31 and 34 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Bartz* and in further view of U.S. Patent Application Publication No. 2002/0049815 issued to Dattatri et al. ("*Dattatri* ").

Claims 4, 9, 28, and 32 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Bartz* and in further view of *Caswell* and in still further view of *Chandra*.

Claims 26 and 29 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* et al in view of *Naveh* and in further view of *Zhang*.

Claim 27 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view *Naveh* and in further view of *Dattatri*.

Claims 13 and 16 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Zhang* and in further view of *Dattatri*.

Claims 18 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Zhang* and in further view of *Naveh*.

Claim 19 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Zhang* in further view of *Naveh* and in still further view of *Dattatri*.

Claims 22-23, 36-37, 39-40, and 42-43 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Bartz* in view of *Caswell*.

The rejections are respectfully traversed.

#### **A. WITHDRAWAL OF “FINALITY” OF THE OFFICE ACTION**

The Office Action mailed on March 20, 2006 was made “Final.” However, as discussed during the Examiner Interview on May 23, 2006, the Applicant respectfully requests that the finality of this Office Action be withdrawn. The Applicant notes that the Examiner agreed to do so in the Examiner’s Interview Summary mailed on June 2, 2006. However, for completeness in the record, the Applicant is providing the arguments regarding withdrawal of the finality of the Office Action as presented during the Examiner Interview herein.

The Applicant was surprised by the issuance of an Office Action in response to the Applicant’s previous amendment that merely moved dependent claims that not one but two prior Office Actions had indicated would be allowable if rewritten in independent form. While the Applicant understands that the Office’s view as to the allowability of claims may change, the Applicant is nevertheless puzzled by the latest Office Action being made Final since no additional search was required as the Applicant had merely modified the independent claims to include the features of those dependent claims previously indicated to be allowable in both of the prior Office Actions.

Per MPEP 706.07(a), second or subsequent office actions are to be final, except where the examiner introduces a new ground of rejection that is neither necessitated by applicant's amendment of the claims nor based on information submitted in an information disclosure statement. In the present Final Office Action, there are new grounds of rejections for method Claims 1 and 12 (along with the corresponding medium and apparatus claims) for those features of the dependent claims previously indicated in the prior two Office Actions to be directed to allowable subject matter.

The Applicant did not submit an IDS with information that is used in these rejections, nor did the Applicant's amendment necessitate the new grounds of rejection since Claims 1 and 12 are the same as previously filed Claims 1 plus 24 and Claims 12 plus 14, in which Claims 14 and 24 were previously indicated to be allowable if rewritten in independent form in the two prior Office Actions. Therefore, the Applicant respectfully requests that the finality of the current Final Office Action mailed on March 10, 2006 be withdrawn.

## **B. CLAIMS 1, 6, 10, AND 11**

### **(1) THE FINAL OFFICE ACTION'S RELIANCE ON *BARTZ***

Claims 1, 6, 10, and 11 each feature "receiving second information defining a service level contract..." and "verifying that said first information defining the service level agreement and said second information defining the service level contract conform with the level of service offered to the customer by the service provider."

The Final Office Action states that *Bartz* discloses these features of Claims 1, 6, 10, and 11, citing Col. 5, lines 27-65. However, the cited portion of *Bartz* says nothing about a "service level contract," which the Applicant defines as follows: "a Service Level Contract (SLC) as used herein, is a contract or agreement between a service provider and a customer. An SLC contains one or more specific SLAs and defines the time range or interval for which the corresponding SLAs apply." (Application, page 11, lines 6-9.) Thus, while an SLC includes one or more SLAs, the converse is not true (e.g., an SLA does not include an SLC).

The Applicant notes that while the cited portion of *Bartz* refers to a "Contract Date 27," which might be interpreted as referring to the contract date for an SLA, the Applicant is unclear how this could be interpreted as being a "service level contract" that is

defined in “second information” and “verifying that ...said second information defining the service level contract conforms with the level of service...” as in Claim 1.

During the Examiner Interview, the Examiner clarified that the reliance on *Bartz* in rejecting these features of Claims 1, 6, 10, and 11 was based on equating the service level objective, or SLO, as disclosed in the cited portion of *Bartz* to the SLC of these features of Claims 1, 6, 10, and 11. However, as discussed during the Interview, the SLOs in *Bartz* are defined as the “SLA compliance criteria” (Col. 1, lines 50-51) and that *Bartz* explains that the “SLOs are the fundamental components of the SLAs.” (Col. 5, line 50.)

However, as discussed above, an SLC is a service level contract that encompasses one or more SLAs, whereas as described in *Bartz*, an SLA encompasses one or more SLOs. Thus, *Bartz*’s SLOs are a component of an SLA, while an SLA in turn is a component of an SLC, as defined in the Application. In thinking of these relationships hierarchically, one sees that an SLC comes first or at the top position of such a hierarchy, with the SLC then being comprised of one or more SLAs that would then be represented below the SLC in the hierarchy. Then in turn, the SLAs are comprised of one or more SLOs, such as those described in *Bartz*, which would be at the third or bottom level of such a hierarchy. Thus, the SLOs of *Bartz*, which are components of an SLA, cannot be properly equated to an SLC.

Because *Bartz* fails to disclose, teach, suggest, or in any way render obvious either “receiving second information defining a service level contract...” and “verifying that said first information defining the service level agreement and said second information defining the service level contract conform with the level of service offered to the customer by the service provider,” the Applicant respectfully submits that, for at least the reasons stated above, Claims 1, 6, 10, and 11 are allowable over the art of record and is in condition for allowance.

## (2) THE FINAL OFFICE ACTION’S RELIANCE ON *ELLESSION*

During the Examiner Interview, the Examiner clarified that both *Elleson* and *Caswell* were being relied upon as disclosing the “schema” of Claims 1, 6, 10, and 11. The Applicant therefore addresses both bases for the rejections of Claims 1, 6, 10, and 11 and explains why neither *Elleson* nor *Caswell* disclose the “schema” of Claims 1, 6, 10, and 11.

To summarize the discussion below, it appears that the Final Office Action is confusing the use of rules that are included in service level agreements as described in *Elleson* with the approach of Claims 1, 6, 10, and 11, which is focused on how service level

agreements are defined. Specifically, in Claims 1, 6, 10, and 11, the step of “creating...” concerns a schema that provides a set of rules used in defining both the contents of service level agreements and how to organize the contents of service level agreements. The step of “receiving...” concerns information that both defines a service level agreement and tests for monitoring service levels. The step of “verifying...” concerns how to ensure that the definition of the service level agreement conforms to the rules of the schema. All of these steps are directed to how to define, or set up, service level agreements, in contrast to the disclosure of *Ellesson* that is directed to the use and application of rules that are part of service level agreements that have already been established.

In the rejection of Claims 1, 6, 10, and 11, the Final Office Action states that *Ellesson* discloses “creating a schema that provides a set of rules for defining service level agreements (See section 2.1, architectural Overview: “the administrator-specified rules are stored in the policy repository or schema)...” However, the cited portion of *Ellesson* states:

“The network administrator uses the management tool to populate the policy repository with a number of ***policy rules that regulate access/use of network resources***. These ***rules could specify***, for instance, the service category to be employed for a particular application, how much bandwidth is allocated to a particular flow or TOS category, the maximum number of flows to be supported between two subnets, etc....the administrator-specified rules are stored in the policy repository in a well understood format or schema. The directory client downloads the policy rules from the repository, and ***uses these rules to classify the packet stream and apply specific actions to thus identified packets***.” (*Ellesson*, Section 2.1, Architectural Overview; emphasis added.)

The cited portion of *Ellesson* first explains that the policy rules stored in the policy repository are used to regulate access and use of network resources, then gives several examples of using such rules, and concludes by stating that the rules are used for packet classification and applying actions to the packets. In other words, the rules in the cited portion of *Ellesson* concern the rules that are used when ***applying*** a service level agreement (SLA), or in other words, the monitoring of the actual levels of service to ensure that the service levels specified in an SLA are satisfied. In contrast to *Ellesson*, Claims 1, 6, 10, and 11 feature rules that ***define*** the contents and content organization of SLAs.

In particular, the only uses in *Ellesson* of the described “rules” are part of applying a service level agreement, such as by specifying a service category for an application, allocating

bandwidth, how many flows to support between subnets, classifying packets, and specifying actions for the packets. In contrast, Claims 1, 6, 10, and 11 feature “a set of rules for defining **both the contents of service level agreements and how to organize the contents of service level agreements.**” Even though in Claims 1, 6, 10, and 11 the rules are provided in a schema and in *Ellesson* the rules are stored in a policy repository in a “well understood format or schema,” **rules for defining an SLA** as in Claim 1 are not the same as the **rules used when applying an SLA** as in *Ellesson*.

Thus, the Applicant respectfully submits that *Ellesson* does not disclose, teach, suggest, or in any way render obvious “creating a schema that provides **a set of rules for defining both the contents of service level agreements and how to organize the contents of service level agreements,**” as featured in Claims 1, 6, 10, and 11 because the cited portion of *Ellesson* merely describes rules that are applied as part of an SLA which is fundamentally different than the rules for defining an SLA as in Claims 1, 6, 10, and 11.

In addition, the Office Action also states in the rejection of Claims 1, 6, 10, and 11 that *Ellesson* discloses “verifying that the information defining said particular service level agreement conforms to the set of rules in said schema (See section 2.1, Architectural Overview, “These rules could specify for instance the service category to be employed for a particular application...The directory client downloads the policy rules from the repository, and uses these rules to classify the packet stream and apply specific actions to thus identified packets).”

However, the uses of the disclosed rules when applying SLAs in *Ellesson* says nothing about any type of “verifying” function as featured in Claim 1. Specifically, Claims 1, 6, 10, and 11 feature verifying that the information defining the SLA conforms to the rules that define the contents and content organization of the SLA, and the information being verified is recited in the “receiving” step of Claims 1, 6, 10, and 11 as defining tests for monitoring the offered level of service.

As explained above with reference to an embodiment from the application, an example of this verifying step is verifying that the information defining a service level agreement conforms to the set of rules contained in Data Type Definitions (DTDs) as part of an XML schema. Thus, *Ellesson*’s description of taking actions as part of applying an SLA according to the types of rules described in the cited portion of *Ellesson* has nothing to do with the



“verifying” step of Claims 1, 6, 10, and 11, in which what is being verified in Claims 1, 6, 10, and 11 is the **information that defines the SLA and that such information defines the tests for monitoring** the level of service. That information defining the SLA in Claims 1, 6, 10, and 11 is being verified to ensure that the information “conforms to the **rules**” “for defining **both the contents of service level agreements and how to organize the contents** of service level agreements.” The Applicant fails to see anything in the cited portion of *Ellesson* or in any other portion of *Ellesson* that discloses anything related to verifying information defining an SLA, little less the verification that such information conforms to rules that define the content and organization of SLAs, as featured in Claims 1, 6, 10, and 11.

Thus, the Applicant respectfully submits that *Ellesson* does not disclose, teach, suggest, or in any way render obvious “verifying that the information defining said particular service level agreement conforms to the set of rules in said schema,” as featured in Claims 1, 6, 10, and 11 because the cited portion of *Ellesson* describes applying rules that are part of an SLA whereas the “verifying” step of Claim 1 describes verifying information defining an SLA conforms to the set of rules in a schema, and Claims 1, 6, 10, and 11 specify that the rules are “for defining both the contents of service level agreements and how to organize the contents of service level agreements.”

Because *Ellesson* fails to disclose, teach, suggest, or in any way render obvious:

- (1) “creating a schema that provides a set of rules for defining **both the contents of service level agreements and how to organize the contents** of service level agreements” or
- (2) “**verifying that the information defining the service level agreement** conforms to the set of **rules** in said schema,” the Applicant respectfully submits that, for at least the reasons stated above, Claims 1, 6, 10, and 11 are allowable over the art of record and is in condition for allowance.

(3) THE FINAL OFFICE ACTION’S RELIANCE ON *CASWELL*

The Final Office Action states that “Caswell et al teaches a template driven model approach for generating models on network services. Furthermore Caswell et al teaches wherein the schema provides a set of rules for defining both the contents of service level agreements and how to organize the contents [of service level agreements] (See col. 4, lines 1-66.)”

However, this citation to *Caswell* as allegedly disclosing the “schema” feature of Claims 1, 6, 10, and 11 is for all of Column 4 of *Caswell*, which discusses a “service model template.” And the Examiner confirmed during the Examiner Interview, the Final Office Action’s rejection of Claims 1, 6, 10, and 11 are based on this “service model template” of *Caswell* being the same as the “schema” of Claims 1, 6, 10, and 11 that defines **both** the **contents** and **organization of the contents** of SLAs.

Yet *Caswell* fails to mention SLAs either in this portion or elsewhere. In fact, *Caswell*’s definition of a “service model template” makes clear that it is not the same as the “schema” of Claims 1, 6, 10, and 11. Specifically, *Caswell* defines a “service model template” as “a generic specification of the *service topology and measurement topology* for the service of interest (e.g., Read Mail service).” (See *Caswell*, Col. 5, lines 45-49; emphasis added.) In particular, the *Caswell*’s service model template is described as follows:

The “**service model template defines nodes of various element types** (e.g., hosts, servers, network links and services) **and their associated measurements**. Moreover, the **template indicates the dependencies among the nodes**, such as the dependency of the selected service on other services (e.g., the Read Mail service depends on the authentication and NFS services. The template preferably also includes default state computation rules for specific nodes, so that the state of a particular node can be based upon measurements associated with the node and upon states of dependencies of the node.” (Col. 4, lines 10-20; emphasis added.)

Thus, *Caswell*’s “service model template” models the various nodes of the network and provides interrelationships among those nodes, and the template defines the measurements of various performance parameters associated with those nodes. While such a service model template could be used in ensuring that an SLA is being satisfied, and *Caswell* even mentions a possible use of the service model templates is in “service-level contract management” (see Col. 4, lines 2-3), *Caswell*’s template is only capable of providing measurement information about the nodes being modeled, which is not the same as ensuring a level of service as specified in an SLA, little less than the *Caswell*’s service model template is the same as a “schema” for defining **both** the **contents of an SLA** **and how to organize the contents of an SLA**.

Rather, *Caswell*’s template is measure a measurement mechanism, the results of which could be compared to the level of service as specified in an SLA. Yet that would still mean that *Caswell*’s template is not the same as an SLA, little less that *Caswell*’s template is the

same as a schema for defining both the contents of an SLA and how to organize an SLA's contents, as in Claims 1, 6, 10, and 11.

In contrast to *Caswell's* definition of a "service model template," the Application states that "A Service Level Agreement is a **contract** between the **supplier of a service**, (the SP) and the **users of that service** (the Customer). In general, the Service Level Agreement **sets out the levels of service that will be offered**, preferably in quantitative terms, and any obligations that are required by the Customer of the service." (Application, page 3, lines 11-14; emphasis added.) Thus, a comparison of *Caswell's* definition of a "service model template" and the Application's definition of a "service level agreement" show that the two are not the same because nowhere in discussing the "service model template" does *Caswell* discuss levels of service offered by a supplier of service to the users of the service." Therefore, *Caswell's* service model template cannot be the same as "a schema that provides a set of rules for defining both the contents of service level agreements and how to organize the contents of service level agreements."

Thus, it appears to the Applicant that the Final Office Action, as with previous Office Actions and as discussed during the first Examiner Interview on June 3, 2005, is confusing the use or application of SLAs to ensure actual levels of service as specified in the SLA are met with the defining of SLAs, as in the approach of Claims 1, 6, 10, and 11.

Because *Caswell* fails to disclose, teach, suggest, or in any way render obvious either "a schema that provides a set of rules for defining both the contents of service level agreements and how to organize the contents of service level agreements," the Applicant respectfully submits that, for at least the reasons stated above, Claims 1, 6, 10, and 11 are allowable over the art of record and is in condition for allowance.

### C. CLAIMS 2-5, 7-9, 22-23, 25-33, 36-37, 39-40, AND 42-43

Claims 2-5 and 22-23 are dependent on Claim 1, Claims 7-9, 25, and 36-37 are dependent on Claim 6, Claims 26-29 and 39-40 are dependent on Claim 10, and Claims 30-33 and 42-43 are dependent on Claim 11, and thus the dependent claims include each and every feature of the corresponding independent claims. Each of Claims 2-5, 7-9, 22-23, 25-33, 36-37, 39-40, and 42-43 is therefore allowable for the reasons given above for Claims 1, 6, 10, and 11.

In addition, each of Claims 2-5, 7-9, 22-23, 25-33, 36-37, 39-40, and 42-43 introduces one or more additional limitations that independently render it patentable, several of which have been discussed above. However, due to the fundamental differences already identified, to expedite the positive resolution of this case, a separate discussion of most of the further additional limitations of Claims 2-5, 7-9, 22-23, 25-33, 36-37, 39-40, and 42-43 is not included at this time. Therefore, it is respectfully submitted that Claims 2-5, 7-9, 22-23, 25-33, 36-37, 39-40, and 42-43 are allowable for the reasons given above with respect to Claims 1, 6, 10-12, 15, 18, and 21.

### CONCLUSION

The Applicant believes that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Further examination on the merits after entry of the amendments above and in light of the remarks is respectfully requested.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

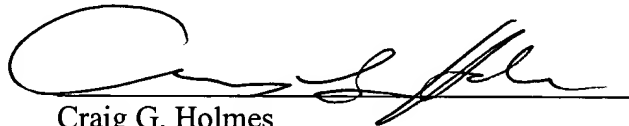
To the extent necessary to make this reply timely filed, the Applicant petitions for an extension of time under 37 C.F.R. § 1.136.

If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

Dated: **June 12, 2006**



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#### CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Hon. Commissioner for Patents, Mail Stop AF, P.O. Box 1450, Alexandria, VA 22313-1450.

on June 12, 2006

by

